

JPA File No.: 07-066 I
AG Contract No.: P001 2007 002168
Project No.: 095 MO 241.3
Project: Traffic Signal
Section: SR 95 @ College Dr.
TRACS No.: HX201 01C
Budget Source Item No.: 71208

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
MOHAVE COUNTY COMMUNITY COLLEGE

THIS AGREEMENT is entered into this date December 7th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the MOHAVE COUNTY COMMUNITY COLLEGE, acting by and through its BOARD OF GOVERNORS and PRESIDENT (the "College"). The State and the College are collectively referred to as "Parties".

I. RECITALS

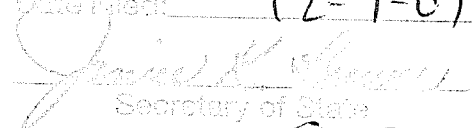
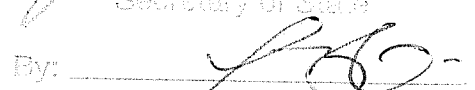
1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The College is empowered by Arizona Revised Statutes § 11-952 and § 15-1444 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the College.

3. The Parties hereto agree to and acknowledge the following conditions: **a)** the estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; **b)** the Parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with mutual written consent of both Parties.

4. The State and the College agree to participate in the construction and maintenance of a new warranted traffic signal, hereinafter referred to as the "Project". The Project is currently estimated at \$250,000.00, including construction, construction engineering and contingencies. The Project will be located at SR 95 @ College Drive, MP 241.3. The State will provide two-thirds (2/3) of the funding for the signal construction costs and 100% of the design, as well as signal maintenance. The College will contribute one-third (1/3) of the funding for signal construction costs. Bullhead City will be responsible for the electrical power costs to operate the traffic signal, per a separate JPA 04-027, attached hereto by reference.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 29478
Filed with the Secretary of State
Date Filed: 12-7-07

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Act as the College' Agent, prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, and submit same to the College as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contract(s) for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by the Project delays attributable to the State.

c. Upon execution of this Agreement, invoice the College for the College's 1/3 share of the Project, currently estimated at \$83,333.50. Once the Project costs have been finalized, the State will either invoice or reimburse the College for the difference between estimated and actual costs.

d. Upon completion of the Project, perform the final inspection and notify the College in writing that the Project has been constructed in accordance with the project documents and the Project has been satisfactorily completed.

e. Provide all routine and emergency maintenance to the signal, as per JPA 04-027, attached hereto by reference.

2. The College shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. Upon execution of this Agreement and within thirty (30) calendar days upon receipt of an invoice from the State, remit to the State the College's share of Project costs, currently estimated at \$83,333.50. Once the Project costs have been finalized, remit to the State the excess of actual costs over the estimated costs, if any.

c. All costs attributable to any engineering change orders requested by the College shall be the sole responsibility of the College for payment. Be responsible for contractor claims for additional compensation caused by Project delays attributable to the College.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and payment of construction costs; provided however, any provisions herein for maintenance provided by the State to operate the traffic signal and related lighting shall be perpetual unless assumed by a competent entity. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon a thirty (30) calendar-day written notice to the other party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Mohave County Community College
Attn: Chancellor
1971 Jagerson Ave
Kingman, AZ 86409
(982) 757-0801
(928) 757-0836

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

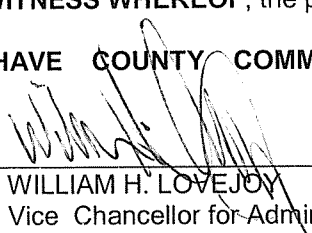
8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MOHAVE COUNTY COMMUNITY COLLEGE

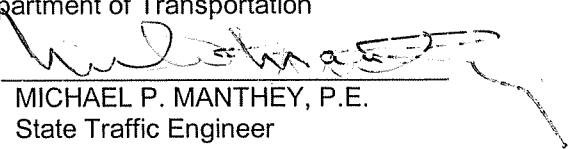
By


WILLIAM H. LOVEJOY
Vice Chancellor for Administration

STATE OF ARIZONA

Department of Transportation

By


MICHAEL P. MANTHEY, P.E.
State Traffic Engineer

ATTEST:

By _____

Clerk

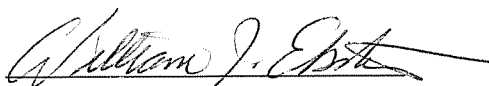
G:\Mohave County Community College Traffic Signal SR 95 @
College Drive
Initial draft 6/5/07 ghc

ATTORNEY APPROVAL FORM FOR THE MOHAVE COUNTY COMMUNITY COLLEGE

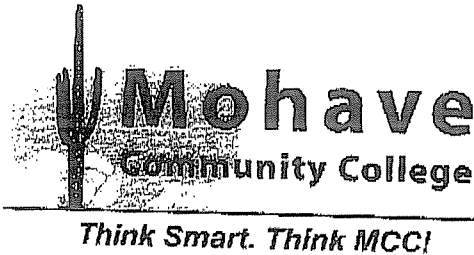
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COLLEGE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the College under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 2nd day of July, 2007.

A handwritten signature in black ink, appearing to read "William J. Ebo", is written over a horizontal line.

Community College Attorney



☒ Kingman Campus
1971 Jagerson Avenue
Kingman, AZ 86409

☐ Bullhead Campus
3400 Highway 95
Bullhead City, AZ 86442

☐ Lake Havasu Campus
1977 W. Acoma Blvd
Lake Havasu City, AZ 86403

☐ North Mohave Campus
PO Box 980
Colorado City, AZ 86021

Fax

To: Gail Chimel	From: Lynn Cundiff
Fax: 602-712-7424	Fax: 928-757-0836
Phone: 602-712-7344	Phone: 928-757-0810
Pages: 16 (including cover)	Date: November 29, 2007
Subject: ADOT/MCC IGA	cc:

Ms. Chimel:

Please find attached the MCC Governing Board minutes from September 11, 2007 and November 9, 2007 (draft). The items pertaining to ADOT are located as follows:

September 11, 2007:

Page 9, Item IX_B, Arizona Department of Transportation IGA & Expenditure
Status: Ratified

November 9, 2007:

Page 4, Item IX_B, Bullhead City Campus Street Name
Status: Approved

- Interviewing Techniques

3. Best Practices in Improving Student Success

As MCC continues to implement best practices in student success strategies, several success initiatives are ongoing and in the implementation and planning stages:

- Improving Academic Advising and Advisor Training
- Early Alert System
- Enrollment Services Assessment
- First Year Experience
- Retention Strategies
- Standardization

IX. Administrative Services (William Lovejoy, Vice Chancellor for Administration)

A. Technology Support Services (Jim Luke, Vice Chancellor for Information Technology)

1. Jenzabar Update
2. PC Refresh Report
3. Exchange Migration Report
4. E-mail Storage Report



B. Arizona Department of Transportation IGA and Expenditure (Lovejoy)

The College has long sought to improve traffic safety at the entrance to the Bullhead City Campus, and after extensive study and design work by the Arizona Department of Transportation, arrived at an agreement to locate a traffic signal at the entrance.

The recommendation is to ratify the intergovernmental agreement between the College and the Arizona Department of Transportation, including the expenditure of \$83,333.50 for the installation of a traffic signal at the entrance to the Bullhead City campus.

Mr. Wakimoto moved (Mrs. Hodel seconded) to ratify the Intergovernmental Agreement between Mohave Community College and the Arizona Department of Transportation for the installation of a traffic signal at the Bullhead City campus at a cost of \$83,333.50.

The motion carried unanimously.

C. Course Management System (Lovejoy)

MCC Distance Education (DE) issued a Request for Proposal (RFP) for a possible new course management system to replace the current costly Blackboard learning system. The College received three responses (Angel Learning, Scholar360, and Desire2Learn). The three RFP responses were evaluated using the criteria within the

RFP with the result that Angel Learning was the most advantageous for MCC. The recommendation is to approve Angel Learning, Inc. to provide the best combination of lower cost, set of features, and support/training options at an annual cost of \$80,800.

Mr. Neal moved (Mr. Wakimoto seconded) to approve Angel Learning, Inc. as the vendor for the College's course management system as an annual cost of \$80,800.

The motion carried unanimously.

D. Financial Report (Lovejoy) (Appendix 6)

The financial reports for June, July, and August 2007 are presented in the appendix.

E. Human Resources Report (Lovejoy) (Appendix 7)

The Human Resources reports for June, July and August 2007 are presented in the appendix.

Mr. Wakimoto moved (Mr. Neal seconded) to approve the Human Resources Report as presented.

The motion carried unanimously.

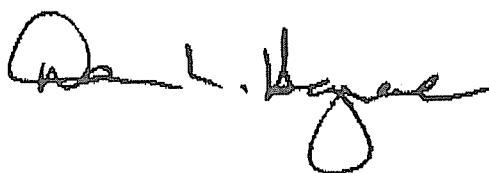
X. Next Meeting (Hargrove)

The next meeting of the Board of Governors will be as determined in Agenda Item VI. D.

XI. Adjournment (Hargrove)

Mr. Neal moved (Mr. Wakimoto seconded) to adjourn the meeting.

The motion carried unanimously.



Dan M. Hargrove, President



Victor T. Wakimoto, Secretary

MOHAVE COMMUNITY COLLEGE GOVERNING BOARD Draft Minutes

Interactive Television (ITV)
Originating at the Bullhead City Campus, ITV Room # 502
Friday November 9, 2007 9:00 a.m.

J. Leonard and Grace Neal Campus - Kingman, Room # 502
Lake Havasu City Campus, ITV Room # 502
North Mohave Campus, ITV Room # 103

Governing Board Members Present: Jerry Ambrose, Dan Hargrove, Victor Wakimoto

MCC Staff Present: Bullhead City: Michael Kearns, Lynn Cundiff, Jim Luke, Amy Curley, Brian Siemens, Charlotte Keller, Clayton Steenberg, Shawn Bristle

Lake Havasu City: Nick Sanchez, Jann Woods, Dave White, Lynn Jeremiah, Claudia Timmann, Angela Ortiz

Kingman: Mike Ford, Valerie Piercc, Sean McMahon, Diana Stithem, Ana Masterson, Dan Messersmith, Jerry Stein

North Mohave: Susan Hammon, Carolyn Hamblin

Guests: Chuck Flagge, Christine Winn, Diana Parker (Lake Havasu News Herald), Jim Seckler (Mohave Valley Daily News)

(Action Items are in **bold print**)

I. Call to Order (Dan Hargrove, Governing Board President)

Mr. Hargrove called the meeting to order at 9:00 a.m.

II. Pledge of Allegiance

III. Roll Call (Amy Curley, Executive Assistant)

Present: Ambrose, Hargrove, Wakimoto
Absent: Hodel, Neal

IV. **Approval of Meeting Minutes (Hargrove) (Appendix 1)**

Approval of the minutes of the October 12, 2007 regular meeting.

Mr. Wakimoto moved (Mr. Ambrose seconded) to approve the minutes of the October 12, 2007 regular meeting as presented. The motion carried unanimously.

Governing Board Agenda

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B. Best Practices in Student Services (Spotts)

Several initiatives are being implemented with the following expected results:

- Better service to students throughout the registration cycle.
- A flatter, more constant registration cycle.
- EX allows students to register for any semester at any time.
- Overall improved customer service to students throughout the year.
- Improved access to careers and employment.


Career Services – The career services website was officially launched in October and can be viewed at: <http://www.mohave.edu/pages/166.asp>

Formal Advising Plan – The plan was finalized on October 26 and is being implemented for the start of Spring registration (November 5).

Jenzabar EX – Student Services directors on all campuses, in conjunction with Technology Support Services, have developed a formal training schedule designed to ensure that all instructional and student services staff members are well versed in the use of EX by the go live date of January 2, 2008.

IX. Administrative Services (H. Lynn Cundiff, Vice Chancellor for Administration)**A. Technology Support Services (James Luke, VC for Information Technology)**

- i. Angel Learning System
- ii. Jenzabar Training Schedule
- iii. Emergency Notification System

B. Bullhead City Campus Street Name (Cundiff)

The Arizona Department of Transportation recently requested the official name of the entrance road to the Bullhead City Campus. The request was initiated in preparation for the placement of the approved traffic light at the intersection of the entrance road and highway 95. The intersection must be marked and named in order to formulate directions, future street names and for inclusion on maps. It is recommended that the entrance road be named "College Drive"

Mr. Neal disconnected prior to this vote.

Mr. Wakimoto moved (Mr. Ambrose seconded) to name the entrance road at the intersection of Highway 95 and the Bullhead City Campus "College Drive".

The motion passed unanimously.

C. Financial Report (Cundiff) (Appendix 4)

The financial reports for October are presented in the appendix.

D. Human Resources Report (Cundiff) (Appendix 5)

The Human Resources Report for October contains 4 new hires, 2 position reclassifications and 1 retirement.

Mr. Wakimoto moved (Mr. Ambrose seconded) to approve the human resources report as presented.

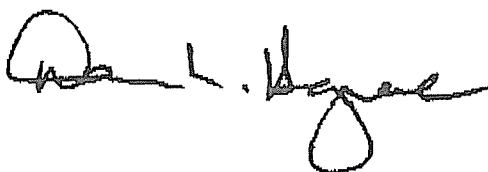
The motion passed unanimously.

X. Next Meeting (Hargrove)

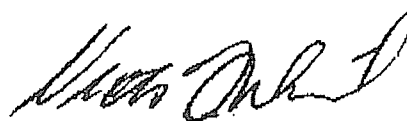
The next meeting of the Board of Governors will be January 11, 2008 at 9:00 a.m. originating on the Bullhead City Campus, ITV Room #502.

XI. Adjournment (Hargrove)


Mr. Wakimoto moved (Mr. Ambrose seconded) to adjourn the meeting at 9:26 a.m.



Dan M. Hargrove, President



Victor T. Wakimoto, Secretary

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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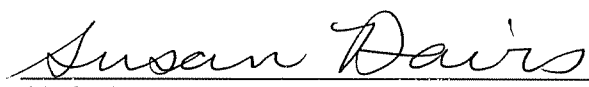
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007002168 (**JPA 07-066-I**), an Agreement between public agencies, i.e., The State of Arizona and Mohave County Community College, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: December 3, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:99623
Attachment